

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN  
IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL,  
COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE  
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM  
THE TREASURY FORFEITURE FUND**

This Agreement is entered into by the Manatee County Sheriff's Office  
NCIC CODE \_\_\_\_\_ and Immigration and Customs Enforcement (ICE), SAC  
Tampa for the purpose of the reimbursement of costs incurred by the Manatee County  
Sheriff's Office in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

**I. LIFE OF THIS AGREEMENT**

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

**II. AUTHORITY**

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

**III. PURPOSE OF THIS AGREEMENT**

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

**IV. APPLICABILITY OF THIS AGREEMENT**

This agreement is valid for all joint investigations led by ICE SAC Tampa, with the participation of the Manatee County Sheriff's Office, and until terminated in writing, by either party.

## V. TERMS, CONDITIONS, AND PROCEDURES

### A. Assignment of Officer(s)

To the maximum extent possible, the Manatee County Sheriff's Office shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the Manatee County Sheriff's Office shall provide the ICE SAC Tampa with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

### B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The Manatee County Sheriff's Office may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC Tampa, performed by its officer(s) assigned to this joint operation. In addition, the Manatee County Sheriff's Office may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the ICE SAC Tampa.

The Manatee County Sheriff's Office **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the Manatee County Sheriff's Office must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center  
Attn: Forfeiture Fund  
6026 LAKESIDE BLVD.  
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Manatee County Sheriff's Office must submit to ICE SAC Tampa the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.
4. The Manatee County Sheriff's Office remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
6. The Manatee County Sheriff's Office will submit all requests for the reimbursement of joint operations' expenses to ICE SAC Tampa, at the following address:

ICE  
2203 N. Lois Avenue, Suite 600  
Attn: Asset Sharing Coordinator  
Tampa, FL 33607

Ph. (813) 357-7189

## VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Manatee County Sheriff's Office agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

**VII. REVISIONS**

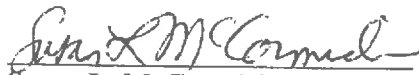
The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

**VIII. NO PRIVATE RIGHT CREATED**

This is an internal government agreement between the ICE SAC Tampa and the Manatee County Sheriff's Office, and is not intended to confer any right or benefit to any private person or party.

**Signatures:**

FEDERAL AGENCY  
FIELD OFFICE



Susan L. McCormick  
Special Agent in Charge  
Immigration & Customs Enforcement  
SAC/Tampa

Date: 10/13/2009

STATE/LOCAL AGENCY



Manatee County Sheriff's Office

Date: 09/25/2009

*Ice*

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) constitutes an agreement between the United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Manatee County Sheriff's Office, hereinafter referred to as the "Law Enforcement Agency" (LEA), pursuant to which ICE authorizes up to a maximum of ten nominated, trained, and certified LEA personnel to perform certain immigration enforcement functions as specified herein. It is the intent of the parties that these delegated authorities will enable the LEA to identify and process immigration violators in the Manatee County Sheriff's Office correctional facilities. ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

### I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter perform certain functions of an immigration officer within Manatee County, Florida. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken by participating LEA personnel pursuant to this agreement.

### II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), also codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of the Department of Homeland Security, acting through the Assistant Secretary of ICE, to enter into written agreements with a State or any political subdivision of a State so that qualified personnel can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

### III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel are subject to ICE supervision while performing immigration-related duties pursuant to this MOA. For the purposes of this MOA, ICE officers will provide supervision for participating LEA personnel only as to immigration enforcement functions. Manatee county Sheriff's Office retains supervision of all other aspects of the employment of and performance of duties by participating Manatee County Sheriff's Office personnel.

#### IV. ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory four (4) week training, as described in Section VIII, in the enforcement of Federal immigration laws and policies as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. Only participating LEA personnel who are selected, trained, authorized, and supervised, as set out herein, have authority pursuant to this MOA to conduct the immigration officer functions enumerated in this MOA.

Participating LEA personnel performing immigration-related duties pursuant to this MOA will be LEA officers assigned to Manatee county Sheriff's Office Correctional facilities.

#### V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating LEA personnel will be authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who are convicted of State or Federal felony offenses;
- The power and authority to serve warrants of arrest for immigration violations pursuant to 8 C.F.R. § 287.5(c)(3);
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)), to complete required criminal alien processing, including fingerprinting, photographing, and interviewing of aliens, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review;
- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R. § 238.1; INA § 241(a)(5), 8 C.F.R. § 241.8; INA § 235(b)(1), 8 C.F.R. § 235.3) including the preparation of a Notice to Appear (NTA) application or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors;
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for processing aliens in categories established by ICE supervisors; and
- The power and authority to detain and transport (8 C.F.R. § 287.5(c)(6)) arrested aliens to ICE-approved detention facilities.

## VI. DETENTION AND TRANSPORTATION ISSUES

The LEA is expected to pursue to completion prosecution of the State or local charges that caused the individual to be taken into custody. ICE will assume custody of individuals who have been convicted of a State or local offense only after such individuals have concluded service of any sentence of incarceration. ICE will also assume custody of aliens with prior criminal convictions and when immigration detention is required by statute. The ICE Detention and Removal Field Office Director (FOD) or his designee will assess on a case-by-case basis the appropriate removal vehicle to be employed and/or whether to assume custody of individuals that do not meet the above criteria based on special interests or other extenuating circumstances after processing by the LEA. The immigration laws provide ICE Detention and Removal Operations (DRO) with the discretion to manage limited ICE detention resources, and ICE Field Office Directors may exercise this discretion, in appropriate cases, by declining to detain aliens whose detention is not mandated by Federal statute.

If ICE determines that it is necessary, the LEA will enter into an Inter-Governmental Service Agreement (IGSA) with ICE pursuant to which, the LEA will provide, for a reimbursable fee, detention of incarcerated aliens in LEA facilities, upon the completion of their sentences. The LEA facility will be expected to meet the ICE detention standards for either a less than 72-hour or over 72-hour facility as determined by ICE, and consistent with the anticipated detention period.

In addition, if ICE determines that it is necessary, the LEA will enter into an IGSA with ICE for transportation of all incarcerated aliens. Pursuant to this transportation IGSA, for a reimbursable fee, the LEA will transport all incarcerated aliens in its facilities, upon completion of their sentences, to a facility or location designated by ICE.

If ICE determines that it is necessary, the LEA will provide ICE, at no cost, with an office within each participating LEA facility for ICE supervisory employees to work.

The parties understand that the LEA will not continue to detain an alien after that alien is eligible for release from the LEA's custody in accordance with applicable law and LEA policy, except for a period of up to 48-hours, excluding Saturdays, Sundays, and any holiday, pursuant to an ICE detainer issued in accordance with 8 C.F.R. § 287.7, absent an IGSA in place as described above.

Upon completion of processing and release from the LEA's affiliated detention facilities of an individual who participating LEA personnel have determined to be a removable alien, the alien will be transported by the LEA on the same day to an ICE designated office or facility, after notification to and coordination with the ICE supervisory officer, so that no further detention costs will be incurred by ICE.

## VII. NOMINATION OF PERSONNEL

The Manatee County Sheriff's Office will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check to include but not be limited to submission of fingerprints and a personal history questionnaire to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two (2) years of LEA work experience. All candidates must be approved by ICE and must be found eligible for access to sensitive information.

The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The LEA agrees to use due diligence to screen individuals nominated for training and agree that individuals who successfully complete the training under this MOA will perform immigration officer functions authorized under 287(g) for a minimum of two (2) years. Any failure by the LEA to fulfill this commitment could jeopardize the terms of this MOA and ICE reserves the right to terminate this MOA, suspend participation in the 287(g) training program, or take other appropriate action as necessary.

Candidates working with jail populations shall have specific experience that should consist of having supervised inmates. Candidates must show that they have been trained on, and concerned with, maintaining the security of the facility. Candidates must have enforced rules and regulations governing the facility on inmate accountability and conduct. Candidates must also show an ability to meet and deal with people of differing backgrounds and behavioral patterns.

All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances. Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any future expansion in the number of participating LEA personnel or scheduling of additional training classes may be based on an oral agreement of the parties, but will be subject to all the requirements of this MOA.



#### VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory four (4) week training tailored to the immigration functions to be performed.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) Civil Rights laws; (vi) the U.S. Department of Justice "Guidance Regarding the Use Of Race By Federal Law Enforcement Agencies," dated June 2003; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligation under Federal law and the Vienna Convention on Consular Relations to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XX, below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

#### IX. CERTIFICATION AND AUTHORIZATION

The ICE Training Division will certify in writing to the ICE Field Office Director (FOD), Miami, Florida and/or the Special Agent in Charge (SAC) in Tampa, Florida the names of those LEA personnel who successfully complete training and pass all required testing. Upon receipt of Training Division certification, the ICE Field Office Director in Miami, Florida and/or the Special Agent in Charge in Tampa, Florida will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of one year from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time by ICE or the LEA. Such revocation will require immediate notification to the other party to this MOA. The Manatee County Sheriff's Office Correction's Bureau Chief and the ICE Field Office Director, Miami, Florida and/or the ICE Special Agent in Charge, Tampa, Florida will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA shall constitute revocation of all immigration enforcement authorizations delegated hereunder.

## X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material.

ICE will provide the instructors and training materials. The LEA is responsible for the salaries and benefits, including overtime, for all of its personnel being trained or performing duties under this MOA, and for those personnel performing the regular functions of the participating LEA personnel while they are receiving training. The LEA will cover the costs of all LEA candidates' travel, housing, and per diem affiliated with the training required for participation in this agreement. ICE is responsible for the salaries and benefits of all of its personnel, including instructors and supervisors.

If ICE determines the training provides a direct service for the Government, and it is in the best interest of the Government, the Government may issue travel orders to selected candidates and reimburse travel and per diem expenses only. The LEA remains responsible for paying salaries and benefits of the selected candidates.

Subject to the availability of funds, ICE agrees to be responsible for the purchase, installation, and maintenance of technology (computer/IAFIS/Photo and similar hardware/software) necessary to support the investigative functions of participating LEA personnel at each LEA facility with an active 287(g) program. The use of this equipment is to be limited to the performance of responsibilities authorized by this MOA under section 287(g) of the INA by participating LEA personnel. ICE also agrees to provide the necessary technological support and software updates for use by participating LEA personnel to accomplish the delegated functions. Such hardware, software, and other technology purchased or provided by ICE, shall remain the property of ICE and shall be returned to ICE upon termination of this agreement, or when deemed necessary by the ICE Field Office Director, Miami, Florida and the ICE Special Agent in Charge in Tampa, Florida.

The LEA is responsible to provide all administrative supplies, i.e. paper, toner, pens, pencils and other similar items necessary for normal office operations. The LEA is also responsible to provide the necessary security equipment, i.e. handcuffs, leg restraints and flexi cuffs etc.

## XI. ICE SUPERVISION

Immigration enforcement activities conducted by the participating LEA personnel will be supervised and directed by ICE supervisory officers or the designated team leader in ICE DRO Field Office Director, Miami, Florida. Participating LEA personnel are not authorized to perform immigration officer functions, except when working under the supervision of an ICE officer, or when acting pursuant to the guidance provided by an ICE agent. Participating LEA personnel shall give timely notice to the ICE supervisory officer within 24 hours of any detainer issued under the authorities set forth in this MOA. The actions of participating LEA personnel will be reviewed by ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for individual additional training or guidance.

For purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions and for investigations conducted in conjunction to this authority. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law.

If a conflict arises between an order or direction of an ICE supervisory officer or a DHS or ICE policy and the LEA's rules, standards, or policies, the conflict shall be promptly reported to the ICE Field Office Director, Miami, Florida and/or the ICE Special Agent in Charge, Tampa, Florida, or designees, and the Manatee County Sheriff's Office, or designee, when circumstances safely allow the concern to be raised. The ICE Field Office Director, Miami, Florida and/or the ICE Special Agent in Charge, Tampa, Florida and the Manatee County Sheriff's Office Correction's Bureau Chief shall attempt to resolve the conflict.

## XII. REPORTING REQUIREMENTS

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

### XIII. LIABILITY AND RESPONSIBILITY

If any participating LEA personnel are the subject of a complaint of any sort that may result in that individual receiving employer discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall, to the extent allowed by State law, immediately notify ICE of the existence and nature of the complaint. The resolution of the complaint shall also be promptly reported to ICE. Complaints regarding the exercise of immigration enforcement authority by participating LEA personnel shall be handled as described below.

Except as otherwise noted in this MOA or allowed by Federal law, the LEA will be responsible and bear the costs of participating LEA personnel with regard to their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will only be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function as authorized by this MOA. 8 U.S.C. § 1357(g)(7). It is the understanding of the parties to this MOA that participating LEA personnel will enjoy the same defenses and immunities available to ICE officers from personal liability arising from tort lawsuits based on actions conducted in compliance with this MOA. 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. Such requests must be made in writing directed to the Attorney General of the United States, and will be handled in coordination with the ICE Field Office Director, Miami, Florida and/or the ICE Special Agent in Charge, Tampa, Florida. Requests for representation must be presented to the ICE Office of the Chief Counsel at 80 North Hughey Avenue, Suite 310, Orlando, Florida 32801. Any request for representation and related correspondence must be clearly marked "Subject to Attorney-Client Privilege." The Office of the Chief Counsel will forward the individual's request, together with a memorandum outlining the factual basis underlying the event(s) at issue in the lawsuit, to the ICE Office of the Principal Legal Advisor, which will forward the request, the factual memorandum, and an advisory statement opining whether such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Torts Staff, Civil Division, Department of Justice. ICE will not be liable for defending or indemnifying acts of intentional misconduct on the part of participating LEA personnel.

The LEA agrees to cooperate with any Federal investigation related to this MOA to the full extent of its available powers. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be used against that individual in subsequent criminal proceedings, consistent with Garrity v. New Jersey, 385 U.S. 493 (1967).

As the activities of participating LEA personnel under this MOA are undertaken under Federal authority, the participating LEA personnel will comply with Federal standards and guidelines relating to the Supreme Court's decision in Giglio v. United States, 405 U.S. 150 (1972), and its progeny, which relates to the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

#### XIV. COMPLAINT PROCEDURES

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, with regard to activities undertaken under the authority of this MOA, is included at Appendix B.

#### XV. CIVIL RIGHTS STANDARDS

Participating LEA personnel who perform certain Federal immigration enforcement functions are bound by all Federal civil rights statutes and regulations, including the U.S. Department of Justice "Guidance Regarding The Use Of Race By Federal Law Enforcement Agencies" dated June 2003.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

#### XVI. STEERING COMMITTEE

The ICE Field Office Director, Miami, Florida and/or the ICE Special Agent in Charge, Tampa, Florida, and the Manatee County Sheriff's Office Correction's Bureau Chief shall establish a steering committee that will meet periodically to review and assess the immigration enforcement activities conducted by the participating LEA personnel and to ensure compliance with the terms of this MOA. The steering committee will meet periodically in Florida at locations to be agreed upon by the parties, or via teleconference. Steering committee participants will be supplied with specific information on case reviews, individual participants' evaluations, complaints filed, media coverage, and, to the extent practicable, statistical information on increased immigration enforcement activity in Manatee County. An initial review meeting will be held no later than nine months after certification of the initial class of participating LEA personnel under Section IX, above.

#### XVII. COMMUNITY OUTREACH

The LEA may, at its discretion, engage in community outreach with individuals and organizations expressing an interest in this MOA. ICE may participate in such outreach upon the LEA's request.

#### XVIII. RELATIONS WITH THE NEWS MEDIA

The LEA may, at its discretion, communicate the substance of this agreement to organizations and groups expressing an interest in the law enforcement activities to be engaged in under this MOA. This MOA also describes the complaint procedures available to members of the public regarding actions taken by participating LEA personnel pursuant to this agreement.

The LEA hereby agrees to coordinate with ICE regarding information to be released to the media regarding actions taken under this MOA. The points of contact for ICE and the LEA for this purpose are identified in Appendix C.

#### XIX. MODIFICATION OF THIS MOA

Modifications to this MOA must be proposed in writing and approved by the signatories.

#### XX. DURATION AND TERMINATION OF THIS MOA

This MOA will remain in effect from the date of signing until it is terminated by either party. Either party, upon written notice to the other party, may terminate the MOA at any time. A termination notice shall be delivered personally or by certified or registered mail and termination shall take effect immediately upon receipt of such notice.

*Perpetual*

Either party, upon written or oral notice to the other party, may temporarily suspend activities under this MOA when resource constraints or compelling priorities necessitate. Notice of termination or suspension by ICE shall be given to the Manatee County Sheriff's Office Correction's Bureau Chief. Notice of termination or suspension by the LEA shall be given to the ICE Field Office Director, Miami, Florida and the ICE Special Agent in Charge, Tampa, Florida.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, and accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

Date: 7/8/08

Date: 06/17/08

Julie L. Myers  
Julie L. Myers  
Assistant Secretary  
Immigration and Customs Enforcement  
Department of Homeland Security

W. B. Steube  
W. Brad Steube, Sheriff  
Manatee County Sheriff's Office

**APPENDIX A**  
**POINTS OF CONTACT**

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For the LEA:                      Sheriff W. Brad Steube  
   Manatee County Sheriff's Office  
   600 US HWY 301 Blvd. West, Suite 202  
   Bradenton, Florida 34205  
   TEL: (941) 747-3011 ext. 2222

   Major James Higginbotham  
   Manatee County Sheriff's Office  
   600 US HWY 301 Blvd. West, Suite 202  
   Bradenton, Florida 34205  
   TEL: (941) 747-3011 ext. 2927

For ICE DRO:                      David Wing  
   Assistant Field Office Director  
   Office of Detention and Removal  
   5524 West Cypress Street  
   Tampa, Florida 33607  
   (813) 367-3075

For ICE OI:                        Brian Dorion  
   Program Manager  
   Office of Investigations  
   2203 N Lois Ave, Suite 600  
   Tampa, Florida, 33607  
   (813) 357-7012



## APPENDIX B

### COMPLAINT PROCEDURE

This MOA is an agreement between DHS/ICE and the Manatee County Sheriff's Office, hereinafter referred to as the "Law Enforcement Agency" (LEA), pursuant to which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under Federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

The MOA sets forth the process for designation, training, and certification of certain LEA personnel to perform certain immigration enforcement functions specified herein. Complaints filed against those personnel in the course of their non-immigration duties will remain the domain of the LEA and be handled in accordance with the LEA's Manual of Policy and Procedures, or equivalent rules, regulations or procedures. The LEA will also handle complaints filed against personnel who may exercise immigration authority, but who are not designated and certified under this MOA. The number and type of the latter complaints will be monitored by the Steering Committee established under Section XVI of the MOA.

In order to simplify the process for the public, complaints against participating LEA personnel relating to their immigration enforcement can be reported in a number of ways. The ICE Headquarters Office of Professional Responsibility (OPR) and the LEA's Administrative Investigations Unit will coordinate complaint receipt and investigation.

The ICE OPR will forward complaints to the Department of Homeland Security's Office of Inspector General (DHS OIG) as appropriate for review, and ensure notification as necessary to the U.S. Department of Justice Civil Rights Division (DOJ CRD). The ICE OPR will coordinate complaints related to participating personnel with the LEA's Administrative Investigations Unit as detailed below. Should circumstances warrant investigation of a complaint by the DHS OIG or the DOJ CRD, this will not preclude the DHS OIG, DOJ CRD, or ICE OPR from conducting the investigation in coordination with the LEA's Administrative Investigations Unit, when appropriate.

The ICE OPR will adhere to established procedures relating to reporting and resolving allegations of employee misconduct, and the LEA's Administrative Investigations Unit will follow applicable LEA policies and procedures, personnel rules, state statutes, and collective bargaining agreement requirements.

## 1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures.

Complaints will be accepted from any source (e.g.: ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints can be reported to Federal authorities as follows:

- A. Telephonically to the ICE OPR at the Joint Intake Center (JIC) in Washington, D.C., at the toll-free number 1-877-246-8253, or
- B. Telephonically to the Resident Agent in Charge of the ICE OPR office in Tampa, Florida, or
- C. Via mail as follows:

U.S. Department of Homeland Security  
U.S. Immigration and Customs Enforcement  
Office of Professional Responsibility  
425 I Street, NW  
Room 3260  
Washington, D.C. 20536

Complaints can also be referred to and accepted by any of the following I.E.A. entities:

- A. The I.E.A.'s Administrative Investigations Unit  
Chief Inspector Ed Judy  
Internal Affairs Commander  
Manatee County Sheriff's Office  
600 US HWY 301 Blvd. West, Suite 202  
Bradenton, Florida 34205  
TEL: (941) 747-3011 ext. 2011
- B. The supervisor of any participating LEA personnel

## 2. Review of Complaints

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of the Special Agent in Charge of the ICE Office of Investigations in Tampa, Florida. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Administrative Investigations Unit when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

## 3. Complaint Resolution Procedures

Upon receipt of any complaint, the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above, the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or the DOJ CRD. Complaints will be resolved using the existing procedures, supplemented as follows:

### A. Referral of Complaints to LEA's Administrative Investigations Unit.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Administrative Investigations Unit for resolution. The Manatee County Sheriff's Office Internal Affairs Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

### B. Interim Action Pending Complaint Resolution

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the requirements of the Manatee County Sheriff's Office General Orders and policies shall be honored. If appropriate, an individual may be removed from participation in the activities covered under the MOA pending resolution of an inquiry.

C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

D. Notification of Resolution of a Complaint

ICE OPR will coordinate with the LEA's Administrative Investigations Unit to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

## APPENDIX C

### PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XVIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

For the LEA:

Sheriff W. Brad Steube  
Manatee County Sheriff's Office  
600 US HWY 301 Blvd. West, Suite 202  
Bradenton, Florida 34205  
TEL: (941) 747-3011 ext. 2222

Public Affairs Officer:

Dave Bristow  
Manatee County Sheriff's Office  
600 US HWY 301 Blvd. West, Suite 202  
Bradenton, Florida 34205  
TEL: (941) 747-3011, ext. 2278

For ICE:

Public Affairs Officer Barbara Gonzalez  
Office of Public Affairs and Internal Communication  
U.S. Department of Homeland Security  
U.S. Immigration and Customs Enforcement  
TEL: (305) 597-6151  
CELL: (305) 970-1294

**GENERAL TERMS AND CONDITIONS**

**This Basic Ordering Agreement (BOA) is governed by the following terms and conditions:**

**The Service Provider shall provide U.S. Immigration and Customs Enforcement (ICE) with reasonable access to all detainees or inmates for purposes of interviewing such individuals for immigration enforcement related purposes.**

**SERVICES:** The Service Provider shall house detainees pursuant to the issuance and acceptance of Form I-203 (Order to Detain or Release Alien) accompanied by Form I-247A (Immigration Detainer – Notice of Action) and either a Form I-200 (Warrant for Arrest of Alien) or Form I-205 (Warrant of Removal), consistent with Section 287.7(d) and (e) of Title 8 of the Code of Federal Regulations.

**ORDERS:** Only ICE purchase card holders have the authority to order against this BOA. Under no circumstance shall an order exceed \$2,500.00.

**COMMENCEMENT OF SERVICES:** Services will commence at the time of the alien's scheduled release from State custody after issuance and acceptance of Form I-203 (Order to Detain or Release Alien) accompanied by Form I-247A (Immigration Detainer – Notice of Action) and Form I-200 (Warrant for Arrest of Alien) or Form I-205 (Warrant of Removal) issued by ICE. Services end when properly identified ICE personnel remove the alien from the Service Provider's facility or issue another Form I-203 (Order to Detain or Release Alien), or after 48 hours of detention, whichever occurs first.

**RATES:** For any order issued under this BOA, the rate will be fixed at \$50.00 for up to 48 hours of detention. No payment will be made for any detention beyond 48 hours, and the Service Provider will not house the alien for longer than 48 hours under this BOA.

**ALTERATIONS:** Any changes to the terms and conditions of this BOA will be done by written modification and signed by the Contracting Officer. Changes or amendments to any orders issued pursuant to this BOA shall not be accepted.

**PAYMENT:** Payments shall be made by Purchase Card (P-Card). The Service Provider's Taxpayer Identification Number (TIN) and DUNS number must be registered in the Systems for Award Management ([www.sam.gov](http://www.sam.gov)) prior to issuance of an order.

**PUBLIC DISCLOSURES:** Information obtained or developed as a result of this BOA is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, policies, and executive orders or as ordered by a court. Insofar as any documents created by the Service Provider contain information developed or obtained as a result of this BOA, such documents shall be subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, policies, and executive orders or as ordered by a court. If the Service Provider receives a request for such information, including pursuant to state law, the Service Provider will refer the request to ICE for appropriate action. To the extent the Service Provider intends to release the BOA or any information relating to, or exchanged under, this BOA, the Service Provider agrees to coordinate with the ICE Contracting Officer prior to such release. The Service Provider may, at its discretion, communicate the substance of this BOA when requested. ICE

understands that this BOA will become a public document when presented to the Service Provider's governing body for approval if required.



Rick Wells, Sheriff  
Manatee County, Florida



William J Quigley  
Unit Chief-Contracting Officer  
US Immigration and Customs Enforcement

# **MEMORANDUM OF AGREEMENT**

## **I. PARTIES**

This Memorandum of Agreement (MOA) constitutes an agreement between U.S. Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Manatee County Sheriff's Office (MCSO), pursuant to which ICE delegates to nominated, trained, certified, and authorized MCSO personnel the authority to perform certain immigration enforcement functions as specified herein. The MCSO and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein.

## **II. PURPOSE**

The purpose of this collaboration is to promote public safety by facilitating the custodial transfer of specific aliens in MCSO's jail/correctional facilities to ICE for removal purposes at the time of the alien's scheduled release from criminal custody. This MOA sets forth the terms and conditions pursuant to which selected MCSO personnel (participating MCSO personnel) will be nominated, trained, and approved by ICE to perform certain limited functions of an immigration officer within the MCSO's jail/correctional facilities. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating MCSO personnel as members of the Manatee County Sheriff's Office. However, the exercise of the immigration enforcement authority delegated under this MOA to participating MCSO personnel shall occur only as provided in this MOA.

## **III. AUTHORITY**

Section 287(g) of the Immigration and Nationality Act (INA), 8 U.S.C. § 1357(g) (1996), as amended by the Homeland Security Act of 2002, Pub. L. No. 107-296, authorizes the Secretary of DHS to enter into written agreements with a State or any political subdivision of a State so that qualified personnel can perform certain functions of an immigration officer. Such authority has been delegated by the Secretary to ICE, and this MOA constitutes such a written agreement.

## **IV. RESPONSIBILITIES**

The Manatee County Sheriff's Office is expected to pursue to completion all criminal charges that caused the alien to be taken into custody and over which it has jurisdiction. ICE will assume custody of an alien only after said individual has been released from MCSO custody.

### **A. DESIGNATION OF AUTHORIZED FUNCTIONS**

Approved participating MCSO personnel will be authorized to perform only those immigration officer functions set forth in the Standard Operating Procedures (SOP) in Appendix A.

### **B. NOMINATION OF PERSONNEL**

The Manatee County Sheriff's Office will use due diligence to screen and nominate candidates for ICE training and approval under this MOA. All candidates must be United States citizens, have knowledge of and have enforced laws and regulations pertinent to their law enforcement activities and their jurisdictions, and have been trained on maintaining the security of MCSO's facilities, and have enforced rules and regulations governing inmate accountability and conduct.

ICE reserves the right to conduct an independent background check for each candidate. This background check requires all candidates to complete a background questionnaire. The questionnaire requires, but is not limited to, the submission of fingerprints, a personal history



questionnaire, and the candidate's disciplinary history (including allegations of excessive force or discriminatory action). ICE reserves the right to query any and all national and international law enforcement databases to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. Upon request by ICE, the Manatee County Sheriff's Office will provide continuous access to disciplinary records of all candidates along with a written authorization by the candidate allowing ICE to have access to his or her disciplinary records.

Any expansion in the number of participating MCSO personnel or scheduling of additional training classes is subject to all the requirements of this MOA and the accompanying SOP.

### **C. TRAINING OF PERSONNEL**

Before participating Manatee County Sheriff's Office personnel receive authorization to perform immigration officer functions under this MOA, they must successfully complete initial training provided by ICE on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed.

Each MCSO nominee must pass a final examination with a minimum score of 70 percent to receive certification. If a MCSO nominee fails to attain a 70-percent rating on the examination, he or she will have one opportunity to review the testing material and re-take a similar examination. Failure to achieve a 70-percent rating upon retaking the final examination will result in the disqualification of the MCSO nominee and discharge of the nominee from training.

ICE will review the training requirements annually, reserves the right to amend them, and may require additional training as needed.

### **D. CERTIFICATION AND AUTHORIZATION**

Upon successful completion of initial training, MCSO personnel shall be deemed "certified" under this MOA.

ICE will certify in writing the names of those MCSO personnel who successfully complete training and pass all required test(s). Upon receipt of the certification, the ICE Field Office Director (FOD) in The Miami Field Office will provide the participating MCSO personnel a signed authorization letter allowing the named MCSO personnel to perform specified functions of an immigration officer. ICE will also provide a copy of the authorization letter to the Manatee County Sheriff's Office. ICE will also execute ICE Form 70-006, Designated Immigration Officer. Only those certified MCSO personnel who receive authorization letters and ICE Form 70-006 issued by ICE and whose immigration enforcement efforts are overseen by ICE may conduct immigration officer functions described in this MOA.

Along with the authorization letter and ICE Form 70-006, ICE will issue the certified MCSO personnel official immigration officer credentials. Participating MCSO personnel shall carry their ICE-issued credentials while performing immigration officer functions under this MOA. Such credentials provided by ICE shall remain the property of ICE and shall be returned to ICE upon termination of this agreement, when a participating MCSO employee ceases his/her participation, or when deemed necessary by the FOD in The Miami Field Office.

Authorization of participating MCSO personnel to act pursuant to this MOA may be withdrawn at any time and for any reason by ICE and must be memorialized in a written notice of withdrawal identifying an effective date of withdrawal and the personnel to whom the withdrawal pertains. Such withdrawal may be effectuated immediately upon notice to the Manatee County Sheriff's Office. The MCSO and the FOD in The Miami Field Office will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA shall constitute immediate revocation of all immigration enforcement authorizations delegated hereunder.

The Manatee County Sheriff's Office will make every attempt, where practicable, to provide ICE with a 90 day notice if participating MCSO personnel cease their participation in the program, so that appropriate action can be taken in accordance with ICE policies, including inventorying and retrieval of credentials, and training replacement personnel as needed.

#### **E. COSTS AND EXPENDITURES**

The Manatee County Sheriff's Office is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material. ICE will provide instructors and training materials. The Manatee County Sheriff's Office is responsible for the salaries and benefits, including any overtime, of all of its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating MCSO personnel while they are receiving training. The Manatee County Sheriff's Office will cover the costs of all MCSO personnel's travel, housing, and per diem affiliated with the training required for participation in this MOA. ICE is responsible for the salaries and benefits of all of its personnel, including instructors and supervisors.

If ICE determines the training provides a direct service for the Government and it is in the best interest of the Government, the Government may issue travel orders to selected personnel and reimburse travel, housing, and per diem expenses only. The Manatee County Sheriff's Office remains responsible for paying salaries and benefits of the selected personnel.

The Manatee County Sheriff's Office is responsible for providing all administrative supplies (e.g. printer toner) necessary for normal office operations. The MCSO is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

#### **F. ICE SUPERVISION**

Immigration enforcement activities conducted by participating MCSO personnel will be supervised and directed by ICE. Participating MCSO personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities are specified in Appendix A.

The actions of participating MCSO personnel will be reviewed by ICE officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for individual training or guidance.

For purposes of this MOA, ICE officers will provide supervision of participating MCSO personnel only to immigration enforcement functions as authorized in this MOA. The Manatee County Sheriff's Office retains supervision of all other aspects of the employment of and performance of duties by participating MCSO personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating MCSO personnel in exercising these delegated authorities under this MOA shall be DHS and ICE policies and procedures. ICE is responsible for providing the Manatee County

Sheriff's Office with the applicable DHS and ICE policies. However, when engaged in immigration enforcement activities, no participating MCSO personnel will be expected or required to violate or otherwise fail to maintain the MCSO's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law.

If a conflict arises between an order or direction of an ICE officer or a DHS or ICE policy and the MCSO's rules, standards, or policies, the conflict shall be promptly reported to the points of contact in Section VII. who shall attempt to resolve the conflict.

## **G. INTERPRETATION SERVICES**

Participating MCSO personnel will provide an opportunity for aliens with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the Manatee County Sheriff's Office, as needed.

The Manatee County Sheriff's Office will maintain a list of qualified interpreters or companies it contracts with to provide such interpreters. A qualified interpreter, which may include MCSO personnel, means an interpreter who can interpret effectively, accurately, and impartially, using any specialized vocabulary. If an interpreter is used when a designated officer is performing functions under this MOA, the interpreter must be identified, by name, in records by annotating on the Warrant for Arrest of Alien or the Warrant of Removal/Deportation.

## **H. LIABILITY AND RESPONSIBILITY**

Except as otherwise noted in this MOA or allowed by Federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the Manatee County Sheriff's Office will be responsible and bear the costs of participating MCSO personnel with regard to their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating MCSO personnel will be treated as Federal employees only for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating MCSO personnel will enjoy the same defenses and immunities from personal liability for their in-scope acts that are available to ICE officers based on actions conducted in compliance with this MOA. *See* 8 U.S.C. § 1357(g)(8).

Participating MCSO personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. MCSO personnel who wish to submit a request for representation shall notify the local ICE Office of the Chief Counsel at U.S. Department of Homeland Security, Orlando Office of Chief Counsel, 3535 Lawton Rd., Ste. 100, Orlando, FL 32803 (Phone: 407-812-3600). The Office of the Chief Counsel in turn will notify the ICE Headquarters Office of the Principal Legal Advisor (OPLA), which will assist MCSO personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g); and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The Manatee County Sheriff's Office agrees to cooperate with any Federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating MCSO employee to cooperate in any Federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The Manatee County Sheriff's Office agrees to cooperate with Federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any MCSO personnel under threat of disciplinary action in an administrative investigation cannot be used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating MCSO personnel under this MOA are undertaken under Federal authority, the participating MCSO personnel will comply with Federal standards and guidelines relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The Manatee County Sheriff's Office and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. §552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices with regard to data collection and use of information under this MOA.

## **I. CIVIL RIGHTS STANDARDS**

Participating MCSO personnel are bound by all Federal civil rights laws, regulations, and guidance relating to non-discrimination, including the U.S. Department of Justice "Guidance for Federal Law Enforcement Agencies Regarding the Use of Race, Ethnicity, Gender, National Origin, Religion, Sexual Orientation, or Gender Identity," dated December 2014, Executive Order 13,166, "Improving Access to Services for Persons with Limited English Proficiency," (Aug. 2000), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq., which prohibits discrimination based upon race, color, or national origin (including limited English proficiency) in any program or activity receiving Federal financial assistance, Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability and requires the Manatee County Sheriff's Office to provide effective communication to individuals with disabilities, and Title II of the Americans with Disabilities Act of 1990, which also prohibits discrimination based on disability and requires the Manatee County Sheriff's Office to provide effective communication to individuals with disabilities.

## **V. REPORTING AND DOCUMENTATION**

### **A. COMPLAINT PROCEDURES**

The complaint reporting procedure for allegations of misconduct by participating MCSO personnel, including activities undertaken under the authority of this MOA, is included in Appendix B.

### **B. COMMUNICATION**

The FOD in The Miami Field Office and the Manatee County Sheriff's Office shall make every effort to meet at least annually to ensure compliance with the terms of this MOA. When necessary, ICE and the Manatee County Sheriff's Office may limit the participation of these meetings in regard to non-law enforcement personnel. The attendees will meet in The Miami Field Office at locations to be agreed upon by the parties, or via teleconference. To the extent practicable, an

initial review meeting between ICE and the Manatee County Sheriff's Office should be held approximately nine to 12 months after certification of the initial class of participating MCSO personnel.

### **C. COMMUNITY OUTREACH**

The Manatee County Sheriff's Office will, if necessary, engage in Steering Committee meetings to assess the immigration enforcement activities conducted by the participating MCSO personnel, and to ensure compliance with the terms of this MOA.

### **D. RELEASE OF INFORMATION TO THIRD PARTIES**

The Manatee County Sheriff's Office may, at its discretion, communicate the substance of this agreement to organizations and groups expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the Manatee County Sheriff's Office is authorized to do the same.

The Manatee County Sheriff's Office hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the MCSO must coordinate in advance of release with the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval prior to any release. The points of contact for ICE and the MCSO for this purpose are identified in Appendix C. For releases of information to all other parties, the Manatee County Sheriff's Office must coordinate in advance of release with the applicable FOD in The Miami Field Office.

Information obtained or developed as a result of this MOA, including any documents created by the Manatee County Sheriff's Office that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the Manatee County Sheriff's Office has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. MCSO's questions regarding the applicability of this section to requests for the release of information shall be directed to an ICE officer.

Nothing herein limits MCSO's compliance with state public records laws regarding those records that are solely state records and not ICE records.

## **VI. MODIFICATIONS TO THIS MOA**

Modifications to this MOA must be proposed in writing and approved and signed by both parties. Modification to Appendix A shall be done in accordance with the procedures outlined in the SOP.

## **VII. POINTS OF CONTACT**

ICE and the MCSO points of contact (POCs) for purposes of this MOA are:

For the MCSO:           Manatee County Sheriff

For DHS:                The Miami Field Office Director


### VIII. EFFECTIVE DATE AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party, upon 90-day written notice to the other party, provides notice of termination or suspension of the MOA. A termination or suspension notice by ICE shall be delivered personally or by certified or registered mail to the POC of Manatee County Sheriff's Office and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise. Notice of termination or suspension by the Manatee County Sheriff's Office shall be given to the FOD in The Miami Field Office and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

Date: 5/6/19

  
\_\_\_\_\_  
Director or designee  
U.S. Immigration and Customs Enforcement  
Department of Homeland Security

Date: 05.04.19

  
\_\_\_\_\_  
Rick Wells  
Sheriff, Manatee County

## APPENDIX A

### STANDARD OPERATING PROCEDURES (SOP)

The purpose of this appendix is to establish standard, uniform procedures for the implementation and oversight of the program within the FOD area of responsibility. This appendix can be modified only in writing and by mutual acceptance of ICE and the Manatee County Sheriff's Office.

Pursuant to this MOA, the MCSO has been delegated authorities as outlined below. This MOA is designed to facilitate the custodial transfer of designated aliens in MCSO's jail/correctional facilities to ICE within 48 hours of alien's release from criminal custody.

#### Authorized Functions:

Participating MCSO personnel are only delegated the two authorities listed below:

- The power and authority to serve and execute warrants of arrest for immigration violations, 8 U.S.C. § 1357(a) and 8 C.F.R. § 287.5(e)(3), on designated aliens in MCSO's jail/correctional facilities at the time of the alien's scheduled release from criminal custody in order to transfer custody of the alien to ICE; and
- The power and authority to serve warrants of removal, 8 U.S.C. § 1357(a) and 8 C.F.R. §§ 241.2(b)(2), 287.5(e)(3), on designated aliens in MCSO's jail/correctional facilities at the time of the alien's scheduled release from criminal custody that executes the custodial transfer of the alien to ICE for removal purposes.

Upon transfer of the alien's custody to ICE, the alien will continue to be held in the MCSO's jail/correctional facilities for no more than 48 hours unless there exists an agreement pursuant to which the Manatee County Sheriff's Office will continue to detain, for a reimbursable fee, aliens for immigration purposes. In the absence of an agreement, if the alien is not transferred to an ICE field office or an immigration detention facility within 48 hours, the alien shall be released from the MCSO's jail/correctional facility.

#### Additional Supervisory and Administrative Responsibilities:

The above immigration enforcement functions conducted by the participating MCSO personnel will be supervised and directed by ICE. Participating MCSO personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities for each entity include, but are not limited to:

- The Manatee County Sheriff's Office shall provide notification to the ICE officer immediately after participating MCSO personnel serve any warrant of arrest or warrant of removal that executes the custodial transfer of the alien to ICE for removal purposes, in a manner mutually agreed upon by the MCSO and the FOD in The Miami Field Office.
- The Manatee County Sheriff's Office must report all encounters with asserted or suspected claims of U.S. citizenship to the FOD in The Miami Field Office through their chain of command immediately, but, absent unforeseen exigent circumstances, in no case more than one hour of the claim, in a manner mutually agreed upon by the Manatee County Sheriff's Office and the FOD.

## APPENDIX B

### COMPLAINT PROCEDURE

The training, supervision, and performance of participating MCSO personnel pursuant to the MOA, as well as the protections for U.S. citizens' and aliens' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through the complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

Complaints filed against those personnel in the course of their non-immigration duties will remain the domain of the MCSO and be handled in accordance with the MCSO's applicable rules, policies, and procedures.

If any participating MCSO personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA or a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the Manatee County Sheriff's Office shall, to the extent allowed by State law, make timely notification to an ICE officer within 48 hours, excluding weekends, of the existence and nature of the complaint or allegation. The results of any internal investigation or inquiry connected to the complaint or allegation and the resolution of the complaint shall also be reported to an ICE officer, as established by ICE. It is the responsibility of the ICE officer to ensure notification is made to the ICE Office of Professional Responsibility (OPR) via the Joint Intake Center (JIC) at [JointIntake@cbp.dhs.gov](mailto:JointIntake@cbp.dhs.gov). Complaints regarding the exercise of immigration enforcement authority by participating MCSO personnel shall be handled as described below.

The Manatee County Sheriff's Office will also handle complaints filed against MCSO personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated MCSO personnel acting in immigration functions must be forwarded to the ICE officer. It is the responsibility of the ICE officer to ensure notification is made to JIC.

In order to simplify the process, complaints against participating MCSO personnel relating to their immigration enforcement can be made according to the procedures outlined below.

#### **1. Complaint and Allegation Reporting Procedures**

Complaint reporting procedures shall be disseminated by the Manatee County Sheriff's Office within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that all individuals are aware of the availability of such procedures. Such material must include up-to-date contact information necessary to file the complaint.

Complaints will be accepted from any source (e.g., ICE, Manatee County Sheriff's Office, participating MCSO personnel, inmates, and the public).

Complaints can be reported to Federal authorities as follows:

- A. Telephonically to the ICE OPR at the Joint Intake Center (JIC) in Washington, D.C., at the toll-free number 1-877-246-8253, email [JointIntake@cbp.dhs.gov](mailto:JointIntake@cbp.dhs.gov), or



B. Via mail as follows:

Department of Homeland Security  
U.S. Immigration and Customs Enforcement  
Office of Professional Responsibility  
P.O. Box 14475  
Pennsylvania Avenue NW  
Washington D.C. 20044

## **2. Review of Complaints**

All complaints or allegations (written or oral) reported to the Manatee County Sheriff's Office directly that involve MCSO personnel with ICE delegated authority will be reported to ICE OPR via the JIC. ICE OPR will verify participating personnel status under the MOA with the assistance of the ICE Headquarters. Complaints received by any ICE entity will be reported directly to ICE OPR as per existing ICE policies and procedures.

ICE OPR, as appropriate, will make an initial determination regarding ICE investigative jurisdiction and refer the complaint to the appropriate ICE office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to ICE OPR will be shared with the MCSO's Internal Investigations Unit when the complaint involves MCSO personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

## **3. Complaint and Allegations Resolution Procedures**

Upon receipt of any complaint or allegation, ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. Complaints will be resolved using the existing procedures, supplemented as follows:

### **A. Referral of Complaints or Allegations to the MCSO's Internal Investigations Unit.**

The ICE OPR will refer complaints, as appropriate, involving MCSO personnel to the MCSO's Professional Standards Bureau. The PSB Captain will inform ICE OPR of the disposition and resolution of any complaints or allegations against MCSO's participating officers.

### **B. Interim Action Pending Complaint Resolution**

When participating MCSO personnel are under investigation for any reason that could lead to disciplinary action, demotion, or dismissal, or are alleged to have violated the terms of this MOA, ICE may suspend or revoke an individual's immigration enforcement authority and have that individual removed from participation in the activities covered under the MOA.

### **C. Time Parameters for Resolution of Complaints or Allegations**

It is expected that any complaint received will be resolved within 90 days of receipt. However, this will depend upon the nature and complexity of the substance of the complaint itself.

#### D. Notification of Resolution of a Complaint or Allegation

ICE OPR will coordinate with the MCSO's Internal Investigations Unit to ensure notification as appropriate to the JIC, the subject(s) of a complaint, and the person filing the complaint regarding the resolution of the complaint.

These Complaint Reporting and Allegation Procedures are ICE's internal policy and may be supplemented or modified by ICE unilaterally. ICE will provide MCSO with written copies of any such supplements or modifications. These Complaint Reporting and Allegation Procedures apply to ICE and do not restrict or apply to other investigative organizations within the federal government.

## **APPENDIX C**

### **PUBLIC INFORMATION POINTS OF CONTACT**

Pursuant to Section V(D) of this MOA, the signatories agree to coordinate appropriate release of information to the media, provided the release has been previously approved by both the ICE Privacy Officer and Public Affairs Officer, regarding actions taken under this MOA before any information is released. The points of contact for coordinating such activities are:

For the Manatee County Sheriff's Office:

Public Affairs Officer  
Manatee County Sheriff's Office  
600 Highway 301 Boulevard West  
Bradenton, FL 34205  
941-747-3011

For ICE:

Public Affairs Office  
Office of Public Affairs and Internal Communication  
U.S. Department of Homeland Security  
U.S. Immigration and Customs Enforcement  
Washington, DC 20536  
202-732-4242